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QUEST DIAGNOSTICS INCORPORATED

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

KATHERYN SAGALONGOS, an  
individual,

Plaintiff,

v.

QUEST DIAGNOSTICS, INC., a  
Delaware corporation; and DOES 1-20  
inclusive,

Defendants.

Case No. 8:22-cv-02199  
DOC(ADSx)

**STIPULATED PROTECTIVE  
ORDER**

**DISCOVERY DOCUMENT:  
REFERRED TO MAGISTRATE  
JUDGE AUTUMN D. SPAETH**

**I. PURPOSES AND LIMITATIONS**

A. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties

1 acknowledge that this Order does not confer blanket protections on all  
2 disclosures or responses to discovery and that the protection it affords from  
3 public disclosure and use extends only to the limited information or items  
4 that are entitled to confidential treatment under the applicable legal  
5 principles. The parties further acknowledge, as set forth in Section XIII(C),  
6 below, that this Stipulated Protective Order does not entitle them to file  
7 confidential information under seal; Civil Local Rule 79-5 sets forth the  
8 procedures that must be followed and the standards that will be applied when  
9 a party seeks permission from the Court to file material under seal.  
10

## 11 **II. GOOD CAUSE STATEMENT**

12  
13 A. This action is likely to involve valuable development, commercial,  
14 financial, technical and/or proprietary information, as well as medical  
15 records, for which special protection from public disclosure and from use for  
16 any purpose other than prosecution of this action is warranted. Such  
17 confidential and proprietary materials and information consist of, among  
18 other things, confidential business or financial information, proprietary  
19 business policies and procedures, medical records and information otherwise  
20 generally unavailable to the public, or which may be privileged or otherwise  
21 protected from disclosure under state or federal statutes, court rules, case  
22 decisions, or common law. Accordingly, to expedite the flow of information,  
23  
24

1 to facilitate the prompt resolution of disputes over confidentiality of  
2 discovery materials, to adequately protect information the parties are entitled  
3 to keep confidential, to ensure that the parties are permitted reasonable  
4 necessary uses of such material in preparation for and in the conduct of trial,  
5 to address their handling at the end of the litigation, and serve the ends of  
6 justice, a protective order for such information is justified in this matter. It  
7 is the intent of the parties that information will not be designated as  
8 confidential for tactical reasons and that nothing be so designated without a  
9 good faith belief that it has been maintained in a confidential, non-public  
10 manner, and there is good cause why it should not be part of the public record  
11 of this case.  
12  
13

### 14 **III. DEFINITIONS**

15 A. Action: This pending federal lawsuit.

16 B. Challenging Party: A Party or Non-Party that challenges the  
17 designation of information or items under this Order.  
18

19 C. “CONFIDENTIAL” Information or Items: Information (regardless of  
20 how it is generated, stored or maintained) or tangible things that qualify for  
21 protection under Federal Rule of Civil Procedure 26(c), and as specified  
22 above in the Good Cause Statement.  
23  
24

1 D. Counsel: Outside Counsel of Record and House Counsel (as well as  
2 their support staff).

3 E. Designating Party: A Party or Non-Party that designates information  
4 or items that it produces in disclosures or in responses to discovery as  
5 “CONFIDENTIAL.”  
6

7 F. Disclosure or Discovery Material: All items or information, regardless  
8 of the medium or manner in which it is generated, stored, or maintained  
9 (including, among other things, testimony, transcripts, and tangible things),  
10 that are produced or generated in disclosures or responses to discovery in this  
11 matter.  
12

13 G. Expert: A person with specialized knowledge or experience in a matter  
14 pertinent to the litigation who has been retained by a Party or its counsel to  
15 serve as an expert witness or as a consultant in this Action.

16 H. House Counsel: Attorneys who are employees of a party to this  
17 Action. House Counsel does not include Outside Counsel of Record or any  
18 other outside counsel.  
19

20 I. Non-Party: Any natural person, partnership, corporation, association,  
21 or other legal entity not named as a Party to this action.

22 J. Outside Counsel of Record: Attorneys who are not employees of a  
23 party to this Action but are retained to represent or advise a party to this  
24

1 Action and have appeared in this Action on behalf of that party or are  
 2 affiliated with a law firm which has appeared on behalf of that party, and  
 3 includes support staff.

4 K. Party: Any party to this Action, including all of its officers, directors,  
 5 employees, consultants, retained experts, and Outside Counsel of Record  
 6 (and their support staffs).

7 L. Producing Party: A Party or Non-Party that produces Disclosure or  
 8 Discovery Material in this Action.

9 M. Professional Vendors: Persons or entities that provide litigation  
 10 support services (e.g., photocopying, videotaping, translating, preparing  
 11 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
 12 form or medium) and their employees and subcontractors.

13 N. Protected Material: Any Disclosure or Discovery Material that is  
 14 designated as “CONFIDENTIAL.”

15 O. Receiving Party: A Party that receives Disclosure or Discovery  
 16 Material from a Producing Party.

#### 17 IV. SCOPE

18 A. The protections conferred by this Stipulation and Order cover not only  
 19 Protected Material (as defined above), but also (1) any information copied or  
 20 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
 21

1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 B. Any use of Protected Material at trial shall be governed by the orders  
4 of the trial judge. This Order does not govern the use of Protected Material at  
5 trial.  
6

7 C. The Parties to this Stipulation agree to be contractually bound by its  
8 terms.

9 **V. DURATION**

10 A. Even after final disposition of this litigation, the confidentiality  
11 obligations imposed by this Order shall remain in effect until a Designating  
12 Party agrees otherwise in writing or a court order otherwise directs. Final  
13 disposition shall be deemed to be the later of (1) dismissal of all claims and  
14 defenses in this Action, with or without prejudice; and (2) final judgment  
15 herein after the completion and exhaustion of all appeals, rehearings,  
16 remands, trials, or reviews of this Action, including the time limits for filing  
17 any motions or applications for extension of time pursuant to applicable law.  
18  
19

20 **VI. DESIGNATING PROTECTED MATERIAL**

21 A. Exercise of Restraint and Care in Designating Material for Protection

22 1. Each Party or Non-Party that designates information or items  
23 for protection under this Order must take care to limit any such  
24

1 designation to specific material that qualifies under the appropriate  
2 standards. The Designating Party must designate for protection only  
3 those parts of material, documents, items, or oral or written  
4 communications that qualify so that other portions of the material,  
5 documents, items, or communications for which protection is not  
6 warranted are not swept unjustifiably within the ambit of this Order.

7  
8 2. Mass, indiscriminate, or routinized designations are prohibited.  
9 Designations that are shown to be clearly unjustified or that have been  
10 made for an improper purpose (e.g., to unnecessarily encumber the  
11 case development process or to impose unnecessary expenses and  
12 burdens on other parties) may expose the Designating Party to  
13 sanctions.  
14

15 3. If it comes to a Designating Party's attention that information or  
16 items that it designated for protection do not qualify for protection, that  
17 Designating Party must promptly notify all other Parties that it is  
18 withdrawing the inapplicable designation.  
19

20 B. Manner and Timing of Designations

21 1. Except as otherwise provided in this Order (*see, e.g.*, Section  
22 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or  
23  
24

1           Discovery Material that qualifies for protection under this Order must  
2           be clearly so designated before the material is disclosed or produced.

3           2.    Designation in conformity with this Order requires the  
4           following:

5                   a.    For information in documentary form (e.g., paper or  
6                   electronic documents, but excluding transcripts of depositions  
7                   or other pretrial or trial proceedings), that the Producing Party  
8                   affix at a minimum, the legend “CONFIDENTIAL” (hereinafter  
9                   “CONFIDENTIAL legend”), to each page that contains  
10                  protected material. If only a portion or portions of the material  
11                  on a page qualifies for protection, the Producing Party also must  
12                  clearly identify the protected portion(s) (e.g., by making  
13                  appropriate markings in the margins).

14                  b.    A Party or Non-Party that makes original documents  
15                  available for inspection need not designate them for protection  
16                  until after the inspecting Party has indicated which documents  
17                  it would like copied and produced. During the inspection and  
18                  before the designation, all of the material made available for  
19                  inspection shall be deemed “CONFIDENTIAL.” After the  
20                  inspecting Party has identified the documents it wants copied  
21                  22  
22                  23  
23                  24



1 and produced, the Producing Party must determine which  
2 documents, or portions thereof, qualify for protection under this  
3 Order. Then, before producing the specified documents, the  
4 Producing Party must affix the “CONFIDENTIAL legend” to  
5 each page that contains Protected Material. If only a portion or  
6 portions of the material on a page qualifies for protection, the  
7 Producing Party also must clearly identify the protected  
8 portion(s) (e.g., by making appropriate markings in the  
9 margins).  
10

11  
12 c. For testimony given in depositions, that the Designating  
13 Party identify the Disclosure or Discovery Material on the  
14 record, before the close of the deposition all protected  
15 testimony.

16  
17 d. For information produced in form other than document  
18 and for any other tangible items, that the Producing Party affix  
19 in a prominent place on the exterior of the container or  
20 containers in which the information is stored the legend  
21 “CONFIDENTIAL.” If only a portion or portions of the  
22 information warrants protection, the Producing Party, to the  
23 extent practicable, shall identify the protected portion(s).  
24

1 C. Inadvertent Failure to Designate

2 1. If timely corrected, an inadvertent failure to designate qualified  
3 information or items does not, standing alone, waive the Designating  
4 Party's right to secure protection under this Order for such material.  
5 Upon timely correction of a designation, the Receiving Party must  
6 make reasonable efforts to assure that the material is treated in  
7 accordance with the provisions of this Order.  
8

9 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 A. Timing of Challenges

11 1. Any party or Non-Party may challenge a designation of  
12 confidentiality at any time that is consistent with the Court's  
13 Scheduling Order.  
14

15 B. Meet and Confer

16 1. The Challenging Party shall initiate the dispute resolution  
17 process under Local Rule 37.1 et seq.  
18

19 C. The burden of persuasion in any such challenge proceeding shall be on  
20 the Designating Party. Frivolous challenges, and those made for an improper  
21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
22 parties) may expose the Challenging Party to sanctions. Unless the  
23 Designating Party has waived or withdrawn the confidentiality designation,  
24

1 all parties shall continue to afford the material in question the level of  
2 protection to which it is entitled under the Producing Party's designation until  
3 the Court rules on the challenge.

#### 4 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

##### 5 **A. Basic Principles**

6  
7 1. A Receiving Party may use Protected Material that is disclosed  
8 or produced by another Party or by a Non-Party in connection with this  
9 Action only for prosecuting, defending, or attempting to settle this  
10 Action. Such Protected Material may be disclosed only to the  
11 categories of persons and under the conditions described in this Order.  
12 When the Action has been terminated, a Receiving Party must comply  
13 with the provisions of Section XIV below.

14  
15 2. Protected Material must be stored and maintained by a  
16 Receiving Party at a location and in a secure manner that ensures that  
17 access is limited to the persons authorized under this Order.

##### 18 **B. Disclosure of "CONFIDENTIAL" Information or Items**

19  
20 1. Unless otherwise ordered by the Court or permitted in writing  
21 by the Designating Party, a Receiving Party may disclose any  
22 information or item designated "CONFIDENTIAL" only to:  
23  
24

1           a.     The Receiving Party's Outside Counsel of Record in this  
2           Action, as well as employees of said Outside Counsel of Record  
3           to whom it is reasonably necessary to disclose the information  
4           for this Action;

5           b.     The officers, directors, and employees (including House  
6           Counsel) of the Receiving Party to whom disclosure is  
7           reasonably necessary for this Action;

8           c.     Experts (as defined in this Order) of the Receiving Party  
9           to whom disclosure is reasonably necessary for this Action and  
10          who have signed the "Acknowledgment and Agreement to Be  
11          Bound" (Exhibit A);

12          d.     The Court and its personnel;

13          e.     Court reporters and their staff;

14          f.     Professional jury or trial consultants and Professional  
15          Vendors to whom disclosure is reasonably necessary for the  
16          prosecution or defense of this Action and who have signed the  
17          "Acknowledgment and Agreement to be Bound" attached as  
18          Exhibit A hereto;

1 g. The author or recipient of a document containing the  
2 information or a custodian or other person who otherwise  
3 possessed or knew the information;

4 h. During their depositions, witnesses, and attorneys for  
5 witnesses, in the Action to whom disclosure is reasonably  
6 necessary provided: (i) the deposing party requests that the  
7 witness sign the “Acknowledgment and Agreement to Be  
8 Bound;” and (ii) they will not be permitted to keep any  
9 confidential information unless they sign the “Acknowledgment  
10 and Agreement to Be Bound,” unless otherwise agreed by the  
11 Designating Party or ordered by the Court. Pages of transcribed  
12 deposition testimony or exhibits to depositions that reveal  
13 Protected Material may be separately bound by the court  
14 reporter and may not be disclosed to anyone except as permitted  
15 under this Stipulated Protective Order; and  
16

17 i. Any mediator or settlement officer, and their supporting  
18 personnel, mutually agreed upon by any of the parties engaged  
19 in settlement discussions.  
20  
21

22 ///

23 ///

**IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION**

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall

1 bear the burden and expense of seeking protection in that court of its  
2 confidential material and nothing in these provisions should be construed as  
3 authorizing or encouraging a Receiving Party in this Action to disobey a  
4 lawful directive from another court.  
5

6 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
7 **PRODUCED IN THIS LITIGATION**

8 A. The terms of this Order are applicable to information produced by a  
9 Non-Party in this Action and designated as "CONFIDENTIAL." Such  
10 information produced by Non-Parties in connection with this litigation is  
11 protected by the remedies and relief provided by this Order. Nothing in these  
12 provisions should be construed as prohibiting a Non-Party from seeking  
13 additional protections.  
14

15 B. In the event that a Party is required, by a valid discovery request, to  
16 produce a Non-Party's confidential information in its possession, and the  
17 Party is subject to an agreement with the Non-Party not to produce the Non-  
18 Party's confidential information, then the Party shall:  
19

- 20 1. Promptly notify in writing the Requesting Party and the Non-  
21 Party that some or all of the information requested is subject to a  
22 confidentiality agreement with a Non-Party;  
23  
24

1           2.     Promptly provide the Non-Party with a copy of the Stipulated  
2           Protective Order in this Action, the relevant discovery request(s), and  
3           a reasonably specific description of the information requested; and

4           3.     Make the information requested available for inspection by the  
5           Non-Party, if requested.  
6

7       C.     If the Non-Party fails to seek a protective order from this court within  
8       14 days of receiving the notice and accompanying information, the Receiving  
9       Party may produce the Non-Party's confidential information responsive to  
10      the discovery request. If the Non-Party timely seeks a protective order, the  
11      Receiving Party shall not produce any information in its possession or control  
12      that is subject to the confidentiality agreement with the Non-Party before a  
13      determination by the court. Absent a court order to the contrary, the Non-  
14      Party shall bear the burden and expense of seeking protection in this court of  
15      its Protected Material.  
16

17 **XI.   UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**  
18

19       A.     If a Receiving Party learns that, by inadvertence or otherwise, it has  
20      disclosed Protected Material to any person or in any circumstance not  
21      authorized under this Stipulated Protective Order, the Receiving Party must  
22      immediately (1) notify in writing the Designating Party of the unauthorized  
23      disclosures, (2) use its best efforts to retrieve all unauthorized copies of the  
24



1 Protected Material, (3) inform the person or persons to whom unauthorized  
2 disclosures were made of all the terms of this Order, and (4) request such  
3 person or persons to execute the “Acknowledgment and Agreement to be  
4 Bound” that is attached hereto as Exhibit A.

5  
6 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
7 **OTHERWISE PROTECTED MATERIAL**

8 A. When a Producing Party gives notice to Receiving Parties that certain  
9 inadvertently produced material is subject to a claim of privilege or other  
10 protection, the obligations of the Receiving Parties are those set forth in  
11 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended  
12 to modify whatever procedure may be established in an e-discovery order  
13 that provides for production without prior privilege review. Pursuant to  
14 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an  
15 agreement on the effect of disclosure of a communication or information  
16 covered by the attorney-client privilege or work product protection, the  
17 parties may incorporate their agreement in the Stipulated Protective Order  
18 submitted to the Court.  
19  
20

21 ///

22 ///

23 ///

1 **XIII. MISCELLANEOUS**

2 A. Right to Further Relief

3 1. Nothing in this Order abridges the right of any person to seek its  
4 modification by the Court in the future.

5  
6 B. Right to Assert Other Objections

7 1. By stipulating to the entry of this Protective Order, no Party  
8 waives any right it otherwise would have to object to disclosing or  
9 producing any information or item on any ground not addressed in this  
10 Stipulated Protective Order. Similarly, no Party waives any right to  
11 object on any ground to use in evidence of any of the material covered  
12 by this Protective Order.

13  
14 C. Filing Protected Material

15 1. A Party that seeks to file under seal any Protected Material must  
16 comply with Civil Local Rule 79-5. Protected Material may only be  
17 filed under seal pursuant to a court order authorizing the sealing of the  
18 specific Protected Material at issue. If a Party's request to file  
19 Protected Material under seal is denied by the Court, then the  
20 Receiving Party may file the information in the public record unless  
21 otherwise instructed by the Court.  
22

23 ///

#### **XIV. FINAL DISPOSITION**

A. After the final disposition of this Action, as defined in Section V, within sixty (60) days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section V.

1 B. Any violation of this Order may be punished by any and all appropriate  
2 measures including, without limitation, contempt proceedings and/or  
3 monetary sanctions.  
4

5  
6 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**  
7

8 Dated: January 19, 2023

/s/ Janelle M. Dease

9 Janelle M. Dease  
10 Thomas J. Borchard  
11 Attorneys for Plaintiff

12 Dated: January 19, 2023

/s/ Benjamin T. Runge

13 James A. Goodman  
14 Benjamin T. Runge  
15 Attorneys for Defendant  
16 Quest Diagnostics Incorporated  
17

18 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**  
19

20 Dated: 1/31/2023

/s/ Autumn D. Spaeth

21 HONORABLE AUTUMN D. SPAETH  
22 United States Magistrate Judge  
23  
24

**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
 I have read in its entirety and understand the Stipulated Protective Order that was  
 issued by the United States District Court for the Central District of California on  
 \_\_\_\_\_, 2023 in the case of *Katheryn Sagalongos v. Quest Diagnostics,*  
*Inc., et al.*, case no. 8:22-cv-02199 DOC(ADSx). I agree to comply with and to be  
 bound by all the terms of this Stipulated Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and  
 punishment in the nature of contempt. I solemnly promise that I will not disclose  
 in any manner any information or item that is subject to this Stipulated Protective  
 Order to any person or entity except in strict compliance with the provisions of this  
 Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
 type full name] of \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with

1 this action or any proceedings related to enforcement of this Stipulated Protective  
2 Order.

3 Date: \_\_\_\_\_

4 City and State where sworn and signed: \_\_\_\_\_

5 Printed Name: \_\_\_\_\_

6 Signature: \_\_\_\_\_